


MAILING ADDRESS: STATE OF UTAH DEPARTMENT OF HUMAN SERVICES BUREAU OF CONTRACT MANAGEMENT 120 NORTH 200 WEST RM 213 SALT LAKE CITY, UTAH 84103 TELEPHONE (801) 538-4384 HAND DELIVERY ADDRESS: STATE OF UTAH DEPARTMENT OF HUMAN SERVICES ATTN: ROSEMARY FRENCHWOOD, PURCHASING AGENT FIRST FLOOR INFORMATION DESK 120 NORTH 200 WEST SALT LAKE CITY, UTAH 84103	Request for Statements of Interest & Qualifications (SOIQ) Coversheet (Open Ended SOIQ) 	SOIQ #: DHS40332 Publication Date: JAN. 12, 2006 INITIAL DUE DATE:	TUESDAY, FEB. 14, 2006 @ 3:00 P.M.
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The following information is included in this solicitation: General Information, Service Requirements and Expectations, SOIQ Format And Content Requirements, SOIQ Evaluation Criteria, and various Attachments. **Please review all information and documents carefully before preparing your SOIQ, including this Coversheet (both front and back).**

This Coversheet must be completed, signed, and the original returned with Offeror's SOIQ. The coversheet is a two-sided document. Please read the backside before signing the front! (If completed by hand, please print except where a signature is required.)

Offeror's Business Name (Please provide full legal name including dba when appropriate)		Federal Tax Identification Number	
Street and Mailing Address of Offeror's Business Office	City	State	Zip Code
Billing Address for Contract Payments Should a Contract be Awarded	City	State	Zip Code
Business Telephone Number (including area code)	Name and Title of Contact Person		
E-mail Address	Contact Person's Telephone Number (including area code)		
Organization Type (check one): <input type="checkbox"/> Individual <input type="checkbox"/> For-Profit Corporation <input type="checkbox"/> Not-for-Profit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship Limited Liability Corporation: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Government Agency	Name of Person Authorized to Represent Offeror in any Negotiations and to Sign any Contract Awarded		
	Title of Authorized Representative		
	Authorized Representative's Telephone Number (including area code)		
Signature of Offeror's Authorized Representative <hr/> (Please sign in colored [not black] ink!)	Date <hr/>		

STATEMENT OF INTEREST AND QUALIFICATIONS (SOIQ) - INSTRUCTIONS AND GENERAL PROVISIONS

1. SOIQ PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete SOIQs may be rejected. (g) This SOIQ may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all SOIQs must include complete manufacturer's descriptive literature. (i) By signing the SOIQ the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE SOIQ: (a) The SOIQ must be signed in ink, sealed, and delivered to the DEPARTMENT OF HUMAN SERVICES, BUREAU OF CONTRACT MANAGEMENT, 120 North 200 West, Room 213, Salt Lake City, UT 84103. Hand-delivered SOIQs shall be left at the Department of Human Services (DHS), First Floor Information Desk at the above-stated address. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) SOIQs, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your SOIQ will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of SOIQs to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the SOIQ for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the SOIQ and accepted by DIVISION. (e) By signing the SOIQ the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this SOIQ including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any SOIQ will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. SOIQs submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit SOIQs determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from SOIQs submitted by a competing offeror.

6. DHS APPROVAL: Contracts written with the State of Utah, as a result of this SOIQ, will not be legally binding without the written approval of either State Procurement or the DHS Purchasing Agent.

7. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose SOIQ is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any and all SOIQs. And it can waive any informality, or technicality in any SOIQ received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open SOIQs publicly, identifying only the names of the offerors. SOIQs and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of SOIQs shall be established. The **register** shall be open to public inspection, but the SOIQs will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the SOIQs. The register and contract awards are posted under "Vendor Info" at www.purchasing.utah.gov. The SOIQ(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (f) Multiple contracts may be awarded if the State determines it would be in its best interest.

8. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

9. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 12 Jan 2006 - RFP Instructions)

REQUEST FOR STATEMENTS OF INTEREST AND QUALIFICATIONS

UTAH STATE DEPARTMENT OF HUMAN SERVICES
Division of Services for People with Disabilities

DHS SOIQ # DHS40332

I. PURPOSE

This document is a Request for Statements of Interest and Qualifications (REQUEST) issued on behalf of the Utah State Department of Human Services, Division of Services for People with Disabilities (DHS/DSPD or Requesting Agency). The purpose of this REQUEST is to identify and contract with qualified Offerors interested in providing financial management services to people with mental retardation and related conditions, acquired brain injury, and/or physical disabilities, who are eligible for and have elected to receive self-administered services. It is anticipated that all qualified Offerors will be awarded a contract.

II. GENERAL INFORMATION

A. ISSUING OFFICE AND SOIQ REFERENCE NUMBER

The Department of Human Services (DHS), Bureau of Contract Management (BCM) is the Issuing Office for this REQUEST and all related addenda. The above-identified reference number for this REQUEST must be referred to on all proposals, as well as all correspondence and documentation relating to the same.

B. CONTACT PERSON

Questions regarding this REQUEST may be addressed to: Questions regarding services covered in this REQUEST may be addressed to Teena Scholte at (801) 538-4140. Questions regarding the SOIQ process may be addressed to Rosemary Frenchwood at (801) 538-4384.

C. ELIGIBILITY

SOIQs may be submitted by both qualified individuals and public or private nonprofit or for-profit organizations and entities.

D. CONTRACT PERIOD

Contracts pursuant to this REQUEST may have varying effective dates and will terminate no later than June 30, 2010.

E. SUBMISSION OF SOIQ

SOIQs will be accepted up to six months prior to the expiration date of this REQUEST. However, Offerors desiring a contract effective the first possible commencement date shall submit **four identical hard copies (including one original) plus one electronic copy** (on floppy disc or CD) of their SOIQ to the location below on or before the initial submission date stated below. **Faxed SOIQs will not be accepted.**

Mailing Address:

Department of Human Services
Bureau of Contract Management
Attention: Rosemary Frenchwood, Purchasing Agent
120 North 200 West, Room #213
Salt Lake City, UT 84103

Hand-Delivery Address:

Department of Human Services
Attention: Rosemary Frenchwood, Purchasing Agent
First Floor Information Desk
120 North 200 West
Salt Lake City, Utah

Any costs incurred in the preparation and submission of SOIQs and/or amendments to the same pursuant to this REQUEST are the responsibility of the Offeror and will not be reimbursed. In addition, all materials submitted become the property of the State of Utah and will not be returned.

F. SOIQ EXPIRATION DATE AND INITIAL SUBMISSION DATE

This REQUEST will expire on June 30, 2010 unless rescinded earlier at the discretion of the Requesting Agency. SOIQs will be accepted for consideration for the award of a contract until December 31, 2009.

The initial submission date for SOIQs is February 14, 2006. Offerors seeking early review of their SOIQs must submit them on or before **3:00 p.m. Mountain Standard Time on this date.** SOIQs received after the initial submission date stated above will be reviewed as they are received.

G. AMENDMENTS TO SOIQ

Amendments to SOIQs, including amendments to add new services to contracts previously awarded under this REQUEST, will be accepted at any time during the time the REQUEST is open. Amendments must be submitted to the DHS Purchasing Agent, Rosemary Frenchwood at the above address.

H. REGISTRATION OF SOIQ

The Issuing Office will open and register all SOIQs received. The names of registered Offerors are public information.

I. EVALUATION OF SOIQ

All registered SOIQs shall be reviewed by the Requesting Agency. Proposals shall be evaluated against the criteria stated in this REQUEST. SOIQs will be evaluated following the initial submission date and thereafter as stated in Paragraph F above.

J. AWARD AND SERVICE SELECTION

1. The award of contracts pursuant to this REQUEST will be made in accordance with the stated evaluation criteria.
2. **The award of a contract under this REQUEST is not a guarantee that the Offeror will be requested to provide any services.** DHS/DSPD clients have the right to choose the service providers they will use. However, the names of successful Offerors will be provided to those clients who are eligible to receive financial management services for selection purposes.

K. STANDARD CONTRACT TERMS AND CONDITIONS

All contracts resulting from this SOIQ will be prepared using the DHS Service Contract format. A copy of the DHS Service Contract boilerplate may be viewed at www.hsofo.utah.gov/services_contract_forms.htm. The State of Utah and DHS reserve the right to make changes to the DHS Service Contract at any time prior to the time a contract is executed with an Offeror. Contracts are subject to the approval of the DHS Purchasing Agent and are not binding on the Offeror until such approval is obtained. Upon contract approval the Offeror will be referred to as "Contractor".

L. PROPRIETARY INFORMATION

The SOIQs of successful Offerors are public information. This means that any individual or entity desiring to do so may review the SOIQ. Proprietary information contained in an SOIQ can be protected under limited circumstances (the service elements of a proposal are not considered proprietary and must not be designated as such). Any specific proprietary information contained in an Offeror's SOIQ that the Offeror wants protected must be clearly identified and highlighted in the body of the original SOIQ. In addition, Offerors must submit a justification statement explaining why the highlighted information is protected. It is unacceptable to designate an entire SOIQ as proprietary! SOIQs not identifying any proprietary information will be released in their entirety.

M. RESERVATION OF RIGHTS

The Requesting Agency reserves the right to reject any and all SOIQs received or to withdraw this REQUEST at any time. Furthermore, if only one SOIQ is received in response to this REQUEST, the Requesting Agency may ask the issuing office to either make an award or re-solicit for the purpose of obtaining additional SOIQs.

N. PRE-SUBMISSION TELECONFERENCE

A pre-submission teleconference to explain the requirements of the REQUEST shall be held as follows:

DATE	TIME	PHONE NUMBER
January 17, 2006	2:00 p.m. (MST)	(1) 866-258-0959 When prompted for Room number, dial (*)1840747(*)

At 2:00 p.m. Mountain Standard Time, please dial the above phone number (1-866-258-0959), then when prompted for room number, press star (*) and enter number 1840747 followed by another star (*). *Please have your copy of the REQUEST with you during the teleconference so that you may refer to it during the discussions.* Nothing stated at the pre-submission teleconference shall change the requirements of the SOIQ unless the change is made by written amendment as provided in State procurement rules. Attendance at the pre-submission teleconference is at the discretion of the Offeror.

III. SCOPE OF WORK

Below is a description of the basic service requirements and expectations successful Offerors will be expected to meet when providing the services included in this REQUEST:

General Description:

Self-Administered Services offer an alternative to Provider Agency Services by allowing persons with mental retardation or related conditions, brain injury, or physical disabilities ("Persons") and their families to hire, train, and supervise employees to provide direct services. Pursuant to Federal law pertaining to Home and Community Based Services waivers (Title 42, Code of Federal Regulations), payment for services rendered under the Self-Administered Services (SAS) method may be effected only by utilizing the services of a Financial Management Service ("fiscal agent") intermediary. Although waiver enrollees may receive any service offered within each of the applicable waiver programs in which they are enrolled, only those persons with disabilities the Support Coordinator has determined to be qualified for the following services may elect to participate in the Self-Administered Services method for the procurement of these services.

MRRC Waiver

	<u>Service Code</u>
Chore Services (Individual)	CH1
Companion Services	CO1
Family Training and Preparation Services	TF1, TFA
Family and Individual Training and Preparation Svcs.	TF2, TFB
Homemaker Services (Individual)	HS1
Personal Assistance Services	PA1
Personal Budget Assistance	PB1
Respite Care (Parent Managed)	RP1
Respite Care (Parent Managed)	RP6
Supported Living	SL1
Transportation Services	DTP

Acquired Brain Injury Waiver

	<u>Service Code</u>
Chore Services (15 min.)	CH1
Family Training and Support (15 min.)	FS1
Homemaker Service	HS1
Respite (Level 1), unskilled (15 min.)	RP1
Respite (Level 1), unskilled (day)	RP1
Supported Living (15 min.)	SL1
Transportation (per mile)	DTP

Physical Disabilities Waiver

	<u>Service Code</u>
Personal Attendant Care	PA1
Consumer Preparation	PA2

Persons with disabilities and their families ("Client") hire staff ("Employee") in accordance with Federal Internal Revenue Service ("IRS") and Federal and State Department of Labor ("DOL") rules and regulations (IRS Revenue Ruling 87-41; IRS Publication 15-A: *Employer's Supplemental Tax Guide*; Federal DOL Publication WH 1409, Title 29 CFR Part 552, Subpart A, Section 3: *Application of the Fair Labor Standards Act to Domestic Service*; and states = ABC Test).

The fiscal agent is a private or public entity that is approved by the IRS (under IRS Revenue Procedure 70-6) to act as the client's intermediary for the purpose of managing employment taxes, including income tax withholding, FICA, FUTA/SUTA, and brokering/managing benefits, including worker's compensation and state disability insurance premiums (if applicable). The fiscal agent collects employment documents and verifies signatures from clients prior to distributing paychecks to the client's employees. The client remains the employer of record, retaining control over the hiring, training, management, and supervision of employees who provide direct care services.

Once a client is determined eligible for any of the above listed services and chooses to participate in Self-Administered Services, the DHS/DSPD Support Coordinator shall assist the client in the development of a Support Plan. The Support Coordinator shall assure that the client meets the Medicaid compliance requirements necessary to participate in this program. DHS/DSPD shall provide the client with choices for a fiscal agent. The client shall be referred to the Contractor once a selection is made.

The DHS/DSPD Support Coordinator shall give the Contractor a copy of the client's approved budget worksheet. It will indicate the client's total amount of authorized funds. The client will then be opened for a rate to cover the costs of issuing the employee wages and benefits, record keeping, reporting and conducting training of both its staff as well as training for clients. The authorized rate will include the Contractor's service charge.

The Fiscal Agent shall generate payments, withhold all required state and federal taxes according to IRS and DOL rules and regulations, and maintain accurate records of the client's current available funds. Clients receiving services from the Contractor are limited by their own budget. It is the responsibility of the Contractor to monitor the cutoff of the budget according to the allocation in the client's Support Plan, and to notify the client's Support Coordinator as the total annual budget allocation is approached.

The Support Coordinator shall monitor payments and assist in resolution of billing problems on a limited basis, if needed.

Population Served

The Contractor will serve children and adults currently receiving services from DHS/DSPD with mental retardation and related conditions, and adults age 18 and older with acquired brain injury or physical disabilities, as defined in Utah Administrative Rule R539-1. (<http://rules.utah.gov/publicat/code/r539/r539.htm>)

Contractor's Qualifications

Contractor shall have all applicable licenses as prescribed in Utah Administrative Rule R501 to operate and provide the particular type of services being offered and comply with insurance requirements and any local ordinances or permits. Non-licensed contractors shall be certified by DHS/DSPD as an authorized provider of services to persons with disabilities in accordance with Utah Code § 62A-5-103.

Contractor shall be enrolled as an approved Medicaid Provider with the Department of Health and agree to allow DHS/DSPD to bill Medicaid on its behalf for covered Medicaid services included in the rate paid by DHS/DSPD to the Contractor. Contractors shall also agree to participate in any DHS/DSPD provided Medicaid training.

In addition, the Contractor shall:

1. Retain on staff a Certified Public Accountant with at least five years of experience.
2. Obtain a Federal Employer Identification Number (EIN) by filing the IRS Form SS-4, *Application for Employer Identification Number*.
3. Have a basic understanding of developmental disabilities.
4. Understand the philosophy and practice of Self-Administered Services.
Contractor staff must be trained in the principles of self-determination within one year of the effective date of this contract for current staff members or one year of the date of hire for new staff. Successful completion of the training must be documented in each staff member's personnel file.
5. Have sufficient funds necessary to make payroll at least twice monthly.
6. When client caseload reaches 200 clients, the Offeror must establish and maintain a Utah-based customer service office with staff assigned to this office who reside within the State of Utah and have the authority and capability to issue checks to clients' employees on an emergency basis. This customer service office will be staffed with sufficient resources to allow operations between the hours of 9:00 AM and 5:00 PM during normal business days, excluding legal holidays and will be available to assist persons who require assistance with regard to their Financial Management Service, either telephonically or in person through visits to the office.
7. Maintain a claims processing system that is Medicaid compliant as determined by the Bureau of Medicaid Operations. However, Contractor shall submit all claims for services under this code, including a breakdown of services paid by client and service code, to the DHS for payment.

8. Ensure that all staff pass a background investigation conducted by the Bureau of Criminal Identification, including a query of the National Crime Information Center (NCIC) in the case of staff who have resided outside the State of Utah for a period exceeding four (4) weeks during the past five (5) years. Contractor shall maintain the results of these background investigations in the personnel file of each staff member, and those that have been found to possess a criminal record involving crimes of fraud or finance shall be barred from employment in any service involving oversight of funds.
9. Additionally, the Contractor shall ensure that clients' employees submit to and successfully pass a background investigation conducted by the Bureau of Criminal Identification, including a query of the National Crime Information Center (NCIC) in the case of employees who have resided outside the State of Utah for a period exceeding four (4) weeks during the past five (5) years. Contractor shall remind clients of the requirement pursuant to Utah Code § 62A-2-120 that necessary forms to complete background checks for employees are submitted by clients to the Background Check Coordinator at the DHS/DSPD State Offices within thirty days of hire. Contractor shall not process any payroll payments for employees who fail to submit to a background investigation within thirty days of employment, until such time as the employee submits to such a background investigation. The Contractor shall also ensure that a report is made to the Background Check Coordinator of DHS/DSPD regarding instances of any client or employee who fails to submit to a background check within 30 days of hire, or of an employee who fails to successfully pass a background check within 90 days of hire.

Staff Qualifications:

All staff shall demonstrate competency (in the services covered by the contract), as determined by the Contractor. In addition, all applicable education, and training shall be completed before the delivery of any supports to persons and performing any work for persons without supervision.

The Contractor shall ensure that Financial Management Services staff are trained in the applicable Staff Training Requirements as outlined in applicable Home and Community Based Waiver, rule, statute, and contract.

Professional staff shall be licensed and in good standing in their state of practice. Professional staff providing services in the State of Utah shall be licensed and in good standing according to the applicable license and standards of the Division of Occupational Professional Licensing.

Direct Service Requirements:

A. Person-centered Assistance

The Contractor shall assist clients in the following:

1. Verify that the employee completed the following forms, copies of which are maintained by the Contractor:
 - a. Form I-9, including readable supporting documentation (i.e. copies of employee's driver's license, social security card, passport). If fines are levied against the client for failure to maintain required documentation regarding employability, and the Contractor fails to maintain readable copies of the required documentation in support of clients, then the Contractor shall be responsible for all such fines.
 - b. Form W-4
2. Obtain a completed and signed Form 2678, Employer Appointment of Agent, from each client receiving services from the Contractor, in accordance with IRS Revenue Procedure 70-6.
3. Provide clients with a packet of all required forms when using a fiscal agent, including all tax forms (IRS Forms I-9, W-4 and 2678), payroll schedule, Contractor's contact information, and training materials.
4. Process and pay DHS/DSPD approved employee timesheets, including generating and issuing paychecks to employees hired by the client.
5. Assume all fiscal responsibilities for withholding and depositing FICA and SUTA/FUTA payments on behalf of the client. Any federal and/or state penalties assessed for failure to withhold the correct amount and/or timely filing and depositing, shall be paid by the Contractor.
6. Assist employer in procuring benefits, including the processing of premiums (e.g., Workers' Compensation, health, life, etc.) and manage any withholding, when applicable.
7. Maintain a customer service system for clients and employees who may have billing questions or require assistance. The Contractor shall maintain an 800-number for calls received outside the immediate office area. Messages must be returned within 24 hours Monday thru Friday. Messages left between noon on Friday and Sunday evening shall be returned the following Monday.

- a. Contractor must have capabilities in providing assistance in English and Spanish. Contractor must also have the capability to communicate through TTY, as needed, for clients with a variety of disabilities.
8. File consolidated payroll reports for multiple employers. The Contractor must obtain federal designation as Fiscal Agent under IRS Rule 3504 (Acts to be Performed by Agents). A Fiscal Agent applicant must make an election with the appropriate IRS Service Center via Form 2678 (Employer Appointment of Agent). The Contractor will, if required, comply with IRS Regulations 3306(a)(3)(c)(2), 3506 and 31.3306(c)(5)-1 and 31.3506 (all parts), together with IRS Publication 926, Household Employer's Tax Guide.
9. Obtain IRS approval for Agent status. The Contractor shall consolidate the federal filing requirements, and obtain approval for consolidated filing for unemployment insurance through the Department of Workforce Services.

B. Timesheet System

10. Contractor shall maintain a timesheet system that records the client's name and identifying number, the name of the employee actually rendering the service to the client, the date of each service, the type of service rendered on each date, and the employee's time of commencing and time of ending each service delivery. In the case of multiple services offered to the client on the same date, the timesheet shall specify both the type of service rendered and the time of commencing and ending the service delivery for each service rendered.
11. Contractor shall record timesheet information into an electronic database. The database shall maintain the same level of detail as is recorded on the timesheet submitted by the employer, including the name of the employee actually rendering the service, the date of each service, the type of service rendered on each date, and the employee's time of commencing and time of ending each service delivery. In the case of multiple services offered to the client on the same date, the database shall record both the type of service rendered and the time of commencing and ending the service delivery for each service rendered.
 - a. Summaries of timesheet information for each employee of every client must be approved by the DHS/DSPD Support Coordinator prior to payment to the employee. Contractor shall coordinate with DHS/DSPD in maintaining the timesheet approval process prior to payment.
 - b. The system shall generate a summary report for the client detailing the number of units and dollar amount used during each pay period and the number of available remaining units as well as the total dollar amount remaining for the purchase of services. The system shall reconcile employee time to paid units on the client level.
 - c. Contractor shall provide the client with training on how employees properly enter their time into the timesheet.

C. Payroll Support Request System

12. Contractor shall issue payroll on a semi-monthly basis to the client's employees. Contractor shall adhere to the processing guidelines listed below for the tenth and twenty-fifth of each month:
 - a. Contractor shall issue a Pre-payroll Request for Approval to each client's Support Coordinator prior to DHS/DSPD's authorization of a payroll support request. This Pre-payroll Request for Approval shall include an accounting by client of the amount requested to be paid for each type of service rendered during the payroll period as well as obligations reasonably expected to occur during the current period, the number of units of each service delivered during that payroll period, and the amount the client has remaining in their annual budget to purchase additional services, specified by type of service.

D. Reporting Requirements

13. All reports must be in writing and maintained at the Contractor's place of business. The Contractor shall maintain a monthly and year-to-date summary of monies paid. DHS/DSPD reserves the right, at any time, to request these summaries for review and record audit.

Spending Summary Report

The Contractor shall ensure that the client does not authorize payment for employee payroll expenses in excess of their annual budget. The Contractor shall assist the client in managing available funds by issuing easy to read reports indicating remaining funds in each service and in total with each paycheck processed, entitled the Spending Summary Report.

The Contractor shall generate the following reports which shall be delivered to the client in writing in the case of **Reports a. and b.** (below), or to the DHS/DSPD Support Coordinator in writing in the case of **Report c.** (below) by the Contractor no later than the 15th day after the issuance of a payroll support request for the final payroll of each month:

- a. Client Spending Detail Report

The report shall be mailed or otherwise provided to the client monthly and provide check-level detail, grouped by service, including summaries of account activity by day with budget variances. Details must be tied to the budget and the Spending Summary Report.

b. Case Load Summary

The report shall be mailed via U. S. Postal Service or e-mailed to DHS/DSPD regional offices monthly and shall summarize the spending history of each client receiving services. Information shall include, beginning allocations, fund transfers, ending allocations, actual expenses paid, the number of units of each service delivered identified by type of service, and current year-to-date totals as of the last date of payroll issuance including reasonably expected current obligations.

In addition, the Contractor shall issue the following reports to DHS/DSPD management:

c. Detail by Client

The report shall be submitted quarterly no later than the 15th day after the conclusion of each fiscal quarter to DHS/DSPD management and provide a year-to-date spending detail for each client. Information shall include, payment amounts, the number of units used, cost per unit, service dates, and service descriptions.

d. Detail by Employee

The report shall be submitted quarterly no later than the 15th day after the conclusion of each fiscal quarter to DHS/DSPD management and provide a year-to-date spending detail by employee. Information shall include client name, employee name, payment dates, amounts, service code, service date, and service description.

e. Current Employee List

Contractor shall issue to DHS/DSPD management each month, no later than the 15th day of the following month, a report listing all employees open during the preceding two payroll periods identified by the identification (ID) numbers of the client served. This report shall also contain a complete listing of the demographics and identifying information retained by the Contractor for each employee listed.

Reports specified as being issued to DHS/DSPD management shall be delivered electronically using Microsoft Excel or other agreed upon format via e-mail to: cabee@utah.gov.

14. Contractor shall submit to DHS/DSPD no later than the 15th of the month following the close of each fiscal quarter, copies of the quarterly report detailing the Federal employment tax filings as well as reports summarizing quarterly FUTA filings and annual SUTA filings for each employee to the Department of Workforce Services.
15. Contractor shall annually provide to DHS/DSPD management an electronic copy of each employee's IRS W-2 and W-3 forms. This submission shall be made no later than the 31st of March of the year succeeding the year being reported.

E. Quality Enhancement

16. Contractor shall develop a back-up plan for processing payment in the event the computerized system goes down for any period of time. The plan should ensure that payments are not delayed.
17. Contractor shall develop a system to prevent overpayment. Clients shall have access to current information regarding authorized amounts and authorized units, as needed. The Contractor shall maintain responsibility for reimbursing DHS/DSPD for any amounts disbursed in excess of authorizations given by DHS/DSPD.
18. Contractor shall develop a process to ensure that all timesheets are approved prior to payment and only current employees are receiving checks.

F. Training Requirements

19. Contractor shall offer training to persons, their families and legal representatives regarding methods of interviewing, selecting and hiring staff, legal requirements for retaining and discharging staff, methods of staff supervision, and such other topics as are required, in the opinion of the contractor to assist persons to effectively self-administer their services.

G. Special Record Keeping Requirements

20. Contractor shall maintain current client and employee files on site of the business location. Files will contain the client and employee's personnel documentation, as applicable (i.e., Form I-9, Form W-4, copy of employee's driver's license, current address, work status, etc.).

21. All records and reports, maintained by the Contractor in performance of their obligations under this service description, shall conform to a standard format prescribed by DHS/DSPD. This requirement shall pertain to records including but not limited to timesheets, pre-payroll requests for approval, client detail spending reports, caseload summary reports, detail by client reports, detail by employee reports, current employee lists as well as quarterly and annual FUTA and SUTA filings and any other reports required by DHS/DSPD. Reports not furnished in the format prescribed by DHS/DSPD will not be accepted by DHS/DSPD.

Special Requirements:

Contractor shall review the results of the annually conducted DHS/DSPD survey of satisfaction of Self-Administered Services (SAS) method participants and shall initiate a plan of corrective action in response to such a request from DHS/DSPD on areas of dissatisfaction reported by SAS enrollees it serves.

Rate:

Two tiered rate structure: Low Activity - \$28.12 per client/per month; High Activity - \$91.96 per client/per month. All clients will be classified by DHS/DSPD based on activity levels. First year clients will be classified as low activity until a sufficient history, as determined by DHS/DSPD, is accumulated to determine a more accurate classification.

Limitation:

Contractor shall not provide clients with community-based services in addition to fiscal agent services. This is considered a conflict of interest.

IV. SOIQ INSTRUCTIONS AND REQUIREMENTS

- A. To facilitate expeditious reviews, Offerors are encouraged to organize their SOIQs in the order outlined below.
- B. SOIQs shall include the following information:
 - 1. A **completed and signed** SOIQ Coversheet. (See Attachment A).
 - 2. If Offeror's SOIQ contains any proprietary information, a justification statement stating why the designated information is proprietary and identifying where it is located in Offeror's SOIQ. The specific information deemed proprietary **must be highlighted**. (This statement is not required if Offeror's SOIQ contains no proprietary information).
 - 3. A copy of the Offeror's current business license.
 - 4. Current copy of the professional license(s) held by any Certified Public Accountants, employed by the Offeror, and a current resume evidencing at least five years of professional CPA experience.
 - 5. Documentation from the Utah State Department of Health (DOH) evidencing the Offeror's status as an approved Medicaid provider with the DOH **OR** a statement indicating it will provide evidence of such status prior to execution of any contract awarded.
 - 6. A statement, signed by one having authority to bind the Offeror, certifying:
 - a. that Offeror agrees to accept the service rate published in this SOIQ;
 - b. that Offeror **will not** bill Medicaid for any covered Medicaid services paid out on behalf of DHS/DSPD clients or for any Medicaid match included in the service rate being paid by DHS/DSPD, and will allow DHS/DSPD to bill Medicaid on its behalf for covered Medicaid services included in the rate paid by DHS/DSPD to the Contractor;
 - c. that Offeror's claims processing system is Medicaid compliant;
 - d. that Offeror will submit all billings for services provided under any contract awarded to DHS/DSPD for payment;
 - e. that Offeror will ensure all staff providing direct lines services to DHS/DSPD clients will be trained in all applicable Staff Training Requirements outlined in statute, rule, contract, and the applicable Home and Community Based Waiver;
 - f. that before any Offeror staff are allowed to deliver, without supervision, any of the services covered in this SOIQ to clients of DHS/DSPD, the staff will be required to demonstrate competency (as determined by the Offeror) in those services;
 - g. that Offeror must certify to DHS/DSPD that it will maintain financial resources in the form of cash or letter-of-credit in an amount equal to at least \$600/client/month for each client the Offeror intends to serve;

- h. that Offeror has, OR if awarded a contract and selected to provide services by at least 200 clients, the Offeror will establish and maintain within three months, a customer service office in the State of Utah that is staffed by residents of the State of Utah in sufficient numbers to maintain operations between the hours of 9:00 a.m. and 5:00 p.m. on normal business days, excluding legal holidays, and provide efficient and effective service both by phone and in-person visits to the office.
 - i. that Offeror will maintain a customer service system for clients and employees who may have billing questions or require assistance. The Contractor shall maintain an 800-number for calls received outside the immediate office area. Messages must be returned within 24 hours Monday thru Friday. Messages left between noon on Friday and Sunday evening shall be returned the following Monday. Contractor must have capabilities in providing assistance in English and Spanish, the capability to communicate through TTY.
 - j. that Offeror will issue all reports in an accurately and timely manner and in a format to be prescribed by DHS/DSPD.
7. A copy of Offeror's policy requiring either that: a) Staff pass a background investigation conducted by the Utah Department of Public Safety Bureau of Criminal Identification ("BCI") or the equivalent agency in the Offeror's State of incorporation or operations, including a query of the National Crime Information Center ("NCIC") for any staff who have resided outside either the State of Utah or the state in which the Offeror is based for a period exceeding four weeks during the past five years; or, b) Staff who have been found to be guilty of crimes of finance or fraud be barred from any service involving oversight of funds.
8. A **completed and signed** Conflict of Interest Disclosure Statement from the Offeror, its principals, and each of its key personnel. (If awarded a contract, Offerors will also be required to complete and submit Conflict of Interest Disclosure Statements for **all** parties and employees who may have a potential conflict of interest should a contract be awarded.) (Forms are available at http://www.hsofo.utah.gov/services_contract_forms.htm. Please download, complete and submit with your response.)
- Offerors who are government entities** may complete and submit either a Conflict of Interest Disclosure Statement or a Conflict of Interest Certification. (Forms are available at http://www.hsofo.utah.gov/services_contract_forms.htm. Please download, complete and submit with your response.)
9. Documentation evidencing the Offeror's compliance with the applicable insurance requirements outlined in the DHS Service Contract, Part I, Section B, Paragraph 2 **OR** a statement certifying that it will comply with the applicable insurance requirements outlined in the DHS Service Contract if awarded a contract and that it will produce evidence documenting its compliance prior to the execution of any contract awarded.
10. Documentation from the Offeror certifying that Financial Management Services staff are trained in the Staff Training Requirements as outlined in applicable Home and Community Based Waiver, rule, statute, and contract?
11. Offeror certification that all staff shall demonstrate competency (in the services covered by the contract), as determined by the Contractor before the delivery of any supports to persons and performing any work for persons without supervision.
12. Offerors shall also address the following in **two pages or less**. Pages should be **8 ½ X 11"**, **double-spaced**, **single-sided**, and prepared using at least **12-point font**.
- a. Offeror's quality assurance measures and controls.

V. PROPOSAL EVALUATION CRITERIA

- A. All SOIQs will be evaluated using the Evaluation Sheet attached to this SOIQ as Attachment B.

VI. ATTACHMENTS TO THIS REQUEST

- A. ATTACHMENT A -- SOIQ Coversheet
- B. ATTACHMENT B – Copy of Evaluation Sheet

Attachment B

Evaluation Sheet for SOIQ # DHS40332 -- Financial Management Service (FMS)

REQUIREMENTS:	Yes/Pass	No/Fail	N/A
1. Did Offeror submit a completed and signed SOIQ Coversheet?			
2. Does the Offeror have a current business license?			
3. Does Offeror certify that it is either a currently approved Medicaid provider or, if awarded a contract is willing to become an approved Medicaid provider in the State of Utah?			
4. Does Offeror have any prohibited conflicts of interest and did Offeror submit the appropriate and fully executed Conflict of Interest Disclosure forms?			
5. Did Offeror furnish a statement, signed by one having authority to bind the Offeror, certifying the following:			
a. that Offeror agrees to accept the service rate published in this SOIQ			
b. that Offeror will not bill Medicaid for any covered Medicaid services paid out on behalf of DHS/DSPD clients or for any Medicaid match included in the service rate being paid by DHS/DSPD and that it will allow DHS/DSPD to bill Medicaid on its behalf for covered Medicaid services included in the rate paid by DHS/DSPD to the Contractor?			
c. that Offeror's claims processing system is Medicaid compliant			
d. that Offeror will submit all billings for services provided under any contract awarded to DHS/DSPD for payment			
e. that Offeror will ensure all staff providing direct line services to DHS/DSPD clients will be trained in all applicable Staff Training Requirements outlined in statute, rule, contract, and the applicable Home and Community Based Waiver			
f. that before any of Offeror's staff are allowed to deliver, without supervision, any of the services covered in this SOIQ to clients of DHS/DSPD, the staff will be required to demonstrate competency (as determined by the Offeror) in those services			
g. that Offeror must certify to DHS/DSPD that it will maintain financial resources in the form of cash or letter-of-credit in an amount equal to at least \$600/client/month for each client the Offeror intends to serve			
h. that Offer, upon being selected by 200 or more clients, they will maintain a Utah-based accounting department and/or customer service department with staff assigned to this office residing within the State of Utah? This customer service department will be staffed with sufficient resources to allow operations between the hours of 9:00 AM and 5:00 PM during normal business days, excluding legal holidays and will be available to assist persons who require assistance with regard to their Financial Management Service, either telephonically or in person through visits to the office.			

	Yes/Pass	No/Fail	N/A
i. that Offeror will maintain a customer service system for clients and employees who may have billing questions or require assistance that includes an 800 telephone number, bi-lingual English-Spanish capabilities and the capability to communicate using TTY			
j. that Offeror will issue all reports:			
1 in a timely and accurate manner; and,			
2) in a format to be prescribed by DHS/DSPD			
INSURANCE REQUIREMENTS:			
6. Did Offeror submit evidence that they carry General Liability Insurance that conforms to the Department of Human Services, service contract requirements as specified in Part I, Section B. of the DHS Service Contract.			
STAFF REQUIREMENTS:			
7. Does Offeror:			
a) retain on staff a Certified Public Accountant with at least five years of experience;			
b) did Offeror submit copies of pertinent certifications, credentials, and/or professional licenses for CPAs on staff?			
8. Has the Offeror provided a copy of Offeror's policy requiring either that:			
a) Staff pass a background investigation conducted by the Utah Department of Public Safety Bureau of Criminal Identification ("BCI") or the equivalent agency in the Offeror's State of incorporation or operations, including a query of the National Crime Information Center ("NCIC") for any staff who have resided outside either the State of Utah or the state in which the Offeror is based for a period exceeding four weeks during the past five years; Or certified that they will develop a policy and require the above background checks;			
b) Staff who have been found to be guilty of crimes of finance or fraud be barred from any service involving oversight of funds.			
9. Has the Offeror certified that all staff shall demonstrate competency (in the services covered by the contract), as determined by the Contractor before the delivery of any supports to persons and performing any work for persons without supervision?			
10. Has the Offeror certified that Financial Management Services staff are trained in the Staff Training Requirements as outlined in applicable Home and Community Based Waiver, rule, statute, and contract?			
11. Did Offeror submit two pages or less addressing its quality assurance measures and controls?			